

Filed for record in Tulsa County , Tulsa Oklahoma, Sept 10, 1924 at 11:10 o'clock A. M.
 in Book 494, page 385
 By Brady Brown, Deputy (SEAL) O. G. Weaver, County clerk

267067 C.J.

STATE OF OKLAHOMA,
 COUNTY OF TULSA,

ss:

A F F I D A V I T and
 N O T I C E

M. A. Blackburn, of lawful age, being first duly sworn on my oath, deposes and says:
 That he is a resident of said County of Tulsa and State of Oklahoma;

That prior to October 22, 1923, he was the owner and holder of the legal and equitable title to the following described property, viz;

Lot Thirty-two (32), in Block Eleven (11) in the Town of Carbondale,
 Tulsa County, State of Oklahoma, according to the recorded plat thereof.

That on the above date, he executed to C. S. Duncan, a warranty deed conveying to said C. S. Duncan, the above described property. Affiant alleges and states that prior to the execution of said deed, he entered into an oral agreement with said C. S. Duncan, whereby he, Blackburn would convey said property to C. S. Duncan in order to enable the said C. S. Duncan to obtain a loan on said premises for the purposes of erecting a dwelling house thereon. Affiant further alleges that it was agreed between the parties to said oral agreement that the said C. S. Duncan was to execute to said M. A. Blackburn, the affiant, a second mortgage on said premises for the purpose of securing this affiant for the amount of the unpaid purchase price for said lot, being the sum of \$450.00. Affiant further alleges that said warranty deed was executed in consideration of said agreement by the said C. S. Duncan.

Affiant further alleges that after receiving said deed and placing the same of record and after securing a loan on said premises from the United Savings and Loan Association, of Tulsa, Oklahoma, the said C. S. Duncan failed and refused to execute to this affiant the second mortgage to secure this affiant for his claim against said property, and that affiant intends to institute suit to establish his said claim.

This affidavit is made for the purpose of notifying the public and anyone contemplating the purchase of the above described property that this affiant ^{has also} has a claim against said property for the said sum of \$450.00, subject, only, to said first mortgage to the United Savings & Loan Association.

Further affiant saith not.

M. A. Blackburn

Subscribed and sworn to before me, this 10th. day of September, A. D. 1924.

My commission expires Feb. 16, 1925 (SEAL)

C. E. Kirkley, Notary Public

Filed for record in Tulsa County, Tulsa, Oklahoma, Sep 10, 1924 at 11:40 o'clock A. M. in Book 494, page 387

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

267069 C.J.

A G R E E M E N T

Read
 8/26/24

M.H.S.

Read & approved 8/27/24
 L. B. Jones.

This agreement made and entered into this eighth day of September, 1924 by and between Wagner Supply Company a corporation organized and existing under and by virtue of the laws of the State of Texas, party of the first part, Colonial Supply Company a corporation organized and existing under and by virtue of the laws of the State of Oklahoma, party of the second part, the Title Guarantee and Trust Company, a corporation duly incorporated, party of the third part and M. H. Sigafos, M.M. Boviard and H. B. Hendershot as an executive committee duly